

MILITARY ADVISORY MISSION

Agreement signed at Washington October 6, 1948

Entered into force October 6, 1948

Expired October 6, 1952

62 Stat. 2808; Treaties and Other
International Acts Series 1813

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ARGENTINA

In conformity with the request of the Government of the Republic of Argentina to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and non-commissioned officers of the United States Army to serve as Military Advisers to the Argentine Army, under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of assigning the Advisers is to cooperate with the military authorities of the Argentine Army in the instruction of troops, in order to contribute, through their greater experience and professional knowledge, to increase the efficiency of the Argentine Army.

ARTICLE 2. This Agreement shall continue in force for a period of four (4) years from the date of the signing thereof by the accredited representatives of the Government of the United States of America and the Government of the Republic of Argentina unless previously terminated or extended as hereinafter provided. Any of the Advisers may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another officer with suitable qualifications shall be furnished to replace him.

ARTICLE 3. If the Government of the Republic of Argentina should desire that the services of the Advisers be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of

the four-year period prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By recall of the Advisers by the Government of the United States of America or by the Government of the Republic of Argentina, in the public interest of either of these two countries, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Argentina in case either country becomes involved in foreign or domestic hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. The Advisers shall be such personnel of the United States Army as may be agreed upon by the Department of the Army of the United States of America or its authorized representative, and by the Ministry of War of the Republic of Argentina through its authorized representative in Washington.

The individuals to be assigned shall be those agreed upon by the Department of the Army of the United States of America or its authorized representative, and by the Ministry of War of the Republic of Argentina or its authorized representative.

In the assignment of individuals, their professional ability or value from the standpoint of the specialty or mission which they will perform shall be taken primarily into consideration. If possible, the officer or non-commissioned officer appointed shall have had war experience with modern combat equipment. The knowledge of the Spanish language is highly desirable.

TITLE III

Duties, Rank, and Precedence

ARTICLE 7. The Advisers shall perform such duties as may be agreed upon between the Ministry of War of the Republic of Argentina (Office of the Commander in Chief of the Army) and the Chief Adviser.

ARTICLE 8. The Advisers shall serve with the rank they hold in the United States Army and shall wear the uniform of their rank in the United States Army.

Due to their position as Advisers, they shall not have any command functions, except when specially granted to them, in each case, by the Office of the Commander in Chief of the Army (Office of the Inspector General of Instruction of the Army).

As for precedence, they shall conform to the order established by civilian and military protocol, in each case, according to their rank and seniority.

ARTICLE 9. The Advisers shall serve under the Office of the Commander in Chief of the Army (Office of the Inspector General of Instruction of the Army) or under any other authority depending directly from the Ministry of War, through the Chief Adviser. In the performance of their mission in the Army organization in which they will serve, they shall advise directly the respective Commanding Officers, in accordance with Article 7, with no implication of their being subordinated to or dependent from said Commanding Officers.

ARTICLE 10. The Advisers shall be entitled to all benefits and privileges which the regulations of the Argentine Army provide for Argentine officers and non-commissioned officers, except in matters applicable to foreign officers and non-commissioned officers (pay and allowances, promotions and retirement, disciplinary functions, etc.).

ARTICLE 11. The Advisers, among themselves and with the Chief Adviser, shall be governed by the disciplinary regulations of the United States Army.

TITLE IV

Compensation and Perquisites

ARTICLE 12. The Advisers shall receive from the Government of the Republic of Argentina such net annual compensation in pesos, legal Argentine national currency, as may be agreed upon for each Adviser between the Government of the United States of America and the Government of the Republic of Argentina.

This compensation shall be paid in twelve (12) equal monthly installments, payable within the first five days of the month following the day it is due.

Such compensation, and any other they may receive from the Government of the United States of America, shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Argentina or of any of its political or administrative subdivisions or agencies.

At the request of any Adviser, upon completing his assignment with the mission, the Government of the Republic of Argentina agrees to exchange for dollars, at the official rate of exchange, up to 50% of the total compensation received from the Government of the Republic of Argentina.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each Adviser and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty, for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip

and accumulated leave shall be paid to a detached Adviser before his departure from the Republic of Argentina, and such payment shall be computed for travel by the shortest usually travelled route, regardless of the route and method of travel used by the Adviser.

ARTICLE 15. Each Adviser and his family shall be furnished by the Government of the Republic of Argentina with first-class accommodations for travel, via the shortest usually travelled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Argentina, both for the outward and for the return trip. The Government of the Republic of Argentina shall also pay all expenses of shipment of household effects, baggage, and automobile of each Adviser between the port of embarkation in the United States of America and his official residence in Argentina as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from Argentina to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective Adviser, except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond his control.

ARTICLE 16. If the services of any of the Advisers should be terminated for any reason whatsoever before the completion of two years of service, the Government of the Republic of Argentina shall not be obligated to pay the cost of the return to the United States of America of such Adviser, his family, household effects, and baggage, including automobile. Neither shall it be obligated to pay the cost of transporting the replacement for the Adviser whose services are so terminated, his family, household effects, and baggage, including automobile.

ARTICLE 17. The Government of the Republic of Argentina shall grant, upon request of the Advisers, exemption from customs duties on articles imported for the official use of the Advisers or the personal use of the Advisers and of members of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or of the Chargé d'Affaires ad interim.

ARTICLE 18. Compensation for transportation and travelling expenses in the Republic of Argentina on official business of the Government of the Republic of Argentina shall be provided by the Government of the Republic of Argentina in accordance with the provisions of Article 10.

ARTICLE 19. The Ministry of War of the Republic of Argentina (Office of the Commander in Chief of the Army) shall provide the Chief Adviser with an automobile with chauffeur for use on official business; the rest of the Advisers shall be provided, if possible, with motor transportation for the conduct of official business.

ARTICLE 20. The Ministry of War of the Republic of Argentina (Office

of the Commander in Chief of the Army) shall provide suitable office space and the necessary working materials, for the conduct of the official business of the Advisers.

ARTICLE 21. If any of the Advisers, or any of his family, should die in the Republic of Argentina, the Government of the Republic of Argentina shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Argentina shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be an Adviser, his services with the Government of the Republic of Argentina shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased Adviser and for their baggage, household effects, and automobile shall be provided as prescribed in Article 15. All compensation due the deceased Adviser, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Government of the Republic of Argentina, shall be paid to the widow of the deceased Adviser or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said Adviser.

TITLE V

Requisites and Conditions

ARTICLE 22. It is established and agreed that so long as this Agreement or any extension thereof is in effect, the Ministry of War of the Republic of Argentina shall not use the services of any personnel of any other foreign government for the same purposes and duties as the ones performed by the Advisers, except when expressly agreed upon by the Government of the United States of America and the Government of the Republic of Argentina.

ARTICLE 23. Each Adviser shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as Adviser. This requirement shall continue in force after the termination of his service and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 25. Each Adviser shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part

of a year. Unused portions of said leave shall be cumulative from year to year during service as an Adviser.

ARTICLE 26. The leave specified in the preceding Article may be spent in the Republic of Argentina, in the United States of America, or in any other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the Adviser taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 27. The Ministry of War of the Republic of Argentina (Office of the Inspector General of Instruction of the Army) agrees to grant the leave specified in Article 25, upon receipt of written application to that effect, approved by the Chief Adviser with due consideration for the convenience of the Government of the Republic of Argentina.

ARTICLE 28. Advisers who may be replaced shall terminate their services only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 29. The Ministry of War of the Republic of Argentina shall provide suitable medical attention to the Advisers and their families in accordance with the provisions of the regulations of the Argentine Army with respect to its officers and non-commissioned officers. If any Adviser, or any of his family, desires medical attention other than that provided for above, he may obtain such attention, but in this event all expenses incurred shall be borne by the individual.

ARTICLE 30. Any Adviser unable to perform his duties by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Robert A. Lovett, Acting Secretary of State of the United States of America, and Dr. Jerónimo Remorino, Ambassador of the Republic of Argentina at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this sixth day of October one thousand nine hundred forty-eight.

For the Government of the United States of America :
ROBERT A. LOVETT

For the Government of the Republic of Argentina :
J. REMORINO